

**AGREEMENT BETWEEN  
LAKE COUNTY  
AND  
BRICKLEMYER SMOLKER & BOLVES, P.A.  
RELATING TO  
EMINENT DOMAIN LEGAL SERVICES**

THIS AGREEMENT dated June 16, 2009, between Lake County, a political subdivision of the State of Florida, through its Board of County Commissioners, herein referred to as "COUNTY" and Bricklemyer Smolker & Bolves, P.A., herein referred to as "ATTORNEY."

**RECITALS**

WHEREAS, COUNTY solicited proposals to RFP No. 09-0024 to provide eminent domain legal services to COUNTY; and

WHEREAS, ATTORNEY is licensed to practice law in the State of Florida and is experienced in eminent domain law, and is desirous of acting as outside counsel to COUNTY;

NOW THEREFORE, it is agreed as follows:

1. COUNTY retains and employs ATTORNEY to act as eminent domain legal counsel to COUNTY.
2. ATTORNEY accepts the employment and agrees to render to the best of its ability the requested legal services during the term of this Agreement.
3. As compensation for services provided by ATTORNEY, COUNTY shall pay to ATTORNEY the sums reflected on the Fee and Cost Proposal Letter, attached hereto and incorporated herein as Exhibit "A", in providing such legal services. ATTORNEY shall submit a detailed statement of time spent to COUNTY on a monthly basis.
4. This agreement shall commence July 1, 2009 and continue until June 30, 2010. Beginning July 1, 2010, the agreement may be renewed for two (2) successive twelve (12) month periods upon agreement by both parties.
5. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreement whether oral or written.


6. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 16<sup>th</sup> day of JUNE, 2009, and ED PANTALEON, duly authorized to execute same.

COUNTY

ATTEST:

Board of County Commissioners  
of Lake County, Florida

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida


  
Welton G. Cadwell, Chairman


This 16<sup>th</sup> day of July,  
2009.

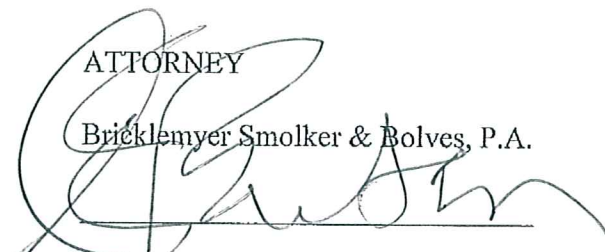
Approved as to form  
and legality:

  
Sanford A. Minkoff  
County Attorney

WITNESSES:

  
ANGELA DRESSEL

  
Melissa Felker

ATTORNEY  
  
Brickleyer Smolker & Bolves, P.A.

BRICKLEMYER  
SMOLKER & BOLVES  
ATTORNEYS AT LAW

May 14, 2009

SENT VIA E-MAIL  
AND REGULAR U.S. MAIL

Sandford Minkoff  
Lake County Attorney's Office  
315 West Main Street  
Tavares, FL 32778

RE: Request for Proposal No. 09-0024  
Fees and Cost Proposal - Eminent Domain Legal Services

Dear Mr. Minkoff:

Bricklemyer Smolker & Bolves is prepared to represent Lake County with the following fees and costs proposal as the basis for our compensation:

Hourly Rates: Partner @ \$225/hour  
Associates @ \$175/hour  
Paralegals @ \$120/hour

Costs/Expenses:

Copies @ \$.10/per page  
Faxes @ \$.25/per page (e-mail will be used as primary means of  
electronic transmission at no charge per page)  
Postage @ face rate

With regards to travel expenses, travel will be billed from our Clermont office at the quoted hourly rates. The firm will comply with the billing methodology set forth in Section 112.061, Florida Statutes, for per diem travel expenses. If there are particular forms or a need to adhere to a specific format for reimbursement requests, please advise and we will be glad to accommodate the County.

For your information, the firm's new office space in Clermont will be open for business on Tuesday, May 26, 2009.

Should you need additional information or have questions, please don't hesitate to call me at 352-404-9341.

Sincerely,

  
I. Ed Pantaleon, Esquire

IEP/ad

Cc: Brian Bolves

EXHIBIT "A"